

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

SIERRA ROACH,

*

Plaintiff

*

v.

*

CIVIL NO. JKB-15-1974

NAVIENT SOLUTIONS, INC.,

*

Defendant

*

* * * * *

ORDER

On December 10, 2015, the Court entered an Order granting Defendant Navient Solutions, Inc.’s (“Defendant”) Motion to Compel Arbitration and to Stay Action. (ECF No. 21.) The Court directed the parties to initiate arbitration proceedings pursuant to the terms and conditions of the arbitration agreements contained within the promissory notes associated with Plaintiff Sierra Roach’s (“Plaintiff”) educational loans. On June 10, 2016, defense counsel filed a status report advising the Court that, subsequent to the Order compelling arbitration, Defendant has received no communications or notices from either Plaintiff or any arbitration administrator. Because the most recent arbitration agreement makes Plaintiff responsible for selecting an arbitration administrator, and because—by its terms—that agreement supersedes all prior such agreements (*see* ECF No. 22–1 at 44-45), the Court directed Plaintiff to file a notice, on or before July 1, 2016, advising the Court whether she intended to arbitrate or voluntarily dismiss her claims. The Court further warned Plaintiff that, should she fail to timely file the required notice, her claims would be subject to dismissal without prejudice.

To date, the Court has received no such notice (or any other responsive communication) from Plaintiff. Accordingly, it is ORDERED:

1. Plaintiff's claims under the Telephone Consumer Protection Act of 1991, 47 U.S.C. § 227, and the Fair Credit Reporting Act, 15 U.S.C. §§ 1681n, 1681o, are DISMISSED WITHOUT PREJUDICE;
2. This case is CLOSED;
3. The Clerk is DIRECTED to CLOSE THIS CASE; and
4. The Clerk is FURTHER DIRECTED to MAIL a copy of this Order to Plaintiff's last known address.

DATED this 11th day of July, 2016.

BY THE COURT:

/s/
James K. Bredar
United States District Judge